

CHAMPERTOUS AGREEMENTS—SALE BY THE COURT—LEWIS' INDEX TO THE STATUTES OF ONTARIO.

THE *Central Law Journal* for November 21st, 1884, contains a long article on Champertous Agreements, a subject which has been much before the courts of late, in England in the case of *Bradlaugh v. Newdegate*, 11 Q. B. D. 1, and here in the matter of the motion to strike out *Langtry v. Dumoulin* from the cases standing for rehearing before the Divisional Court. The article illustrates, somewhat strikingly, the importance of a knowledge of the history of legal principles to their correct apprehension, by pointing out, as it does at the commencement, that the law of Champerty is a direct product of the feudal law, its *fons et origo* being the desire to prevent the rich and powerful barons from purchasing claims against those who were in debt, and overwhelming the debtor by a prosecution for payment at one time of all of his indebtedness, and also to prevent such magnates from buying up claims, and then, by means of their exalted and influential positions, overawing the courts, and thus securing unjust and unmerited judgments, and oppressing those against whom their anger was directed. For all of which Stubb's Constitutional History, vol. 3, p. 532-541; and Stephen's History of the Criminal Law of England, p. 236-238, are cited as authorities.

IN the case of *Boswell v. Cooks*, 51 L. T. 242, the Court laid down the following rules regulating the duty of purchasers of land sold under the authority of a Court of Justice: "A person desirous of buying property which is being sold under the direction of the Court must either abstain from laying any information before the Court in order to obtain its approval, or he must lay before it all the information he possesses, and which it is material the Court should have to enable it to form a judgment on the subject under its consideration. . . . If a party to an agreement obtain the sanction of the Court by with-

holding information which is material, and is known to him to be so, such withholding amounts to fraud, and the agreement ought not to stand. It is no answer to say that the information given to the Court was true, so far as it went, and that if the Court desired further information, it should have asked for it. The Court is neither buyer nor seller, and it is the duty of every one laying materials before it for the purpose of obtaining its approval of any transaction, to take care that the materials furnished to guide the Court, shall not be incomplete or misleading. A purchase which has received the sanction of the Court will not be set aside upon slight grounds, but if the approval of the Court has been obtained by misrepresentation, or by the withholding of material information, through the absence of which the information furnished is misleading, the Court will treat such misrepresentation or withholding as fraud, and will act accordingly. The same rule applies to applications to the Master, or other officers of the Court to obtain their approval of sales or compromises, etc. *Brooke v. Mostyn*, 2 D. G. J. and S. 373."

SHORTLY before going to press, we have had placed in our hands an alphabetical Index of the Statutes of Ontario, down to and inclusive of the year 1884, including the Revised Statutes, by Edward Norman Lewis, Barrister-at-Law, published by Carswell & Co., Toronto. This has been a work much needed. The original index of the Revised Statutes was in the first instance anything but perfect, and since then there have been great numbers of supplementary statutes, and amending sections. We do not pay our legislators for nothing. They give us our money's worth in the way of legislation, and it is desirable that collections and indices should appear at short intervals. We, therefore, cordially welcome this and